



AFFILIATE AGREEMENT

(Last update: 15 January 2020)

By registering and signing up to the GoByBus.hk Affiliate Program as Affiliate Partner, the Affiliate hereby acknowledges, accepts and agrees to the terms and conditions of this agreement and all the prevailing policy of GoByBus.hk.

BETWEEN:

1. GOBA SOLUTIONS LIMITED, a company incorporated under the laws of Hong Kong Special Administrative Region (“the company”), and
2. THE AFFILIATE, whose details are set out in the Affiliate Partner Registration Form (the ‘Affiliate’).

WHEREAS:

- (A) The company operates GoByBus.hk and its associate brands (“GoByBus”), which offer the reservation of intercity coach ticket through the internet;
- (B) the Affiliate owns, controls, hosts and/or operates one or more Internet domains and websites.

HAVE AGREED AS FOLLOWS:

1. Definition

In addition to terms defined elsewhere in this Agreement, the following definitions apply throughout this Agreement, unless the contrary intention appears:

"Affiliate" means the Party of which the relevant (contact) details are set out in Affiliate Partner Registration Form.

"Affiliate Group" means the Affiliate and the ultimate holding company of the Affiliate (including the group of companies or entities which are under the (direct or indirect) Control of (the ultimate holding company or shareholder(s) of) the Affiliate).

"Affiliate Partner Registration Form" means the online sign up and registration form to be completed by the Affiliate.

"Affiliate Website(s)" means the website owned, controlled, hosted and operated by the





Affiliate on which the Service shall be made available which URL's are set out in the Affiliate Partner Registration Form.

"**Black Hat**" (also called spamdexing) means any attempt to redirect search results to particular target pages in a fashion or manner that is in violation of the Spamming Regulations. Black Hat SEO tactics include: keyword stuffing, cookie stuffing, hidden text and links, doorway and cloaked pages, link farming and blog comment spam.

"**GoByBus Competitor**" means any competitor of GoByBus that is either offering online ground transportation related compare and/or reservation services (such as an OTA, global distribution systems, tour operators, meta-platforms, etc.) or is targeting the same customer need as GoByBus (such as e-commerce platforms, device manufacturers, financial institutions, business travel, etc.).

"**GoByBus Brands**" means any term or keyword which is the same as or confusingly similar to GoByBus.

"**Cloaking**" means a Black Hat search engine optimization (SEO) technique in which the content presented to the search engine spider is different to that presented to the user's browser, with the purpose to deceive search engines so they display the page when it would not otherwise be displayed. Cloaking includes the doorway page technique and the Open Directory Project web directory.

"**Commission**" means the amount that the company will pay to the Affiliate for each transaction.

"**Connections**" means all links, landing pages and/or XML feeds and/or deeplinks and/or hyperlinks, created, hosted and maintained by GoByBus.

"**Content**" means all (descriptive) information available on GoByBus Website.

"**Control**" means the possession of the power or the ability to (directly or indirectly, alone or in concert with others, whether through the ownership of voting securities or other ownership interests, a partnership or otherwise) (i) exercise or cause to exercise more than one-half of the voting rights in the shareholders' meeting of a company, (ii) appoint more than one-half of the ((non-)executive) directors or supervisory directors of a company, or (iii) direct or cause the direction of management relating to a company.

"**Customer Data**" means the passenger's name, address (including email address), credit card details and such other confidential and private information of a customer.

"**Effective Date**" means the date on which the Service is made available to the customer on the Affiliate Website(s).

"**Parties**" means GoByBus and the Affiliate (each individually a "Party").





"Spamming Regulations" means any policies, regulations, restrictions or obligations as from time to time prescribed, declared applicable or announced by Third Party Platforms which (i) prohibit or prevent Double Serving, Cloaking or any similar technique or method, or (ii) contain such further restrictions or regulations in respect of spamming or preserving a unique user experience.

2. SCOPE

- i. Subject to the terms and conditions of this Agreement, the Affiliate shall operate as a non-exclusive distributor (affiliate) of GoByBus.
- ii. The Company shall be responsible for the development and maintenance of GoByBus with the aim of offering intercity transportation reservation. GoByBus will allow the Affiliate, without any charge, to promote the Services to the Customers.
- iii. The Services shall include customer services to and for the benefit of the Customer. The Affiliate shall promptly refer and/or forward all customer service related issues and questions in respect of the Services, the consummation of the booking and all other relevant issues, complaints and questions directly to GoByBus (cs@gobybus.hk) and not provide any further services in this respect.

3. COMMISSION

- i. GoByBus will pay the Affiliate commissions based on the revenue generated upon reaching the Minimum Payout Amount and request by the Affiliate.
- ii. If the Affiliate does not achieve the Minimum Payout Amount, the balance will be carried forward until it is reached.
- iii. The Company reserves the right to write off the balance if the Minimum Payout Amount is not reached within one year from the first commission received after the previous payout, if the balance is not withdrawn within one year after reaching the Minimum Payout Amount..
- iv. Unless otherwise specified, the commission rate shall be the prevailing rate as publish in GoByBus website.
- v.

4. CONFIDENTIALITY

- i. Each party shall keep strictly confidential all of the confidential information which is





obtained by it pursuant to or as a result of entering into or performing this Agreement. The obligations of confidentiality under this clause shall not apply to any disclosure made in accordance with the relevant laws or regulations or required by any court or government department, or if such information has entered into the public domain through no default of either party. Notwithstanding the foregoing, each party may disclose confidential information to its affiliates, advisers, consultants or financing parties, but only on a need- to-know basis.

- ii. Parties shall use commercially reasonable efforts to safeguard the confidentiality and privacy of Customer Data and to protect it from unauthorized use or release. Parties agree to comply with applicable laws on the processing of personal data and the protection of privacy. The Parties will at all times use reasonable and appropriate security measures to prevent corruption of and unauthorized access to Customer Data. Such measures include but are not limited to data encryption and channel encryption. Where relevant, the Affiliate must notify GoByBus of any security breach as promptly as possible, not exceeding 1 day following discovery of the breach. Each Party shall have a privacy policy accessible to customers that describes the manner in which it protects and uses Customer Data.

5. INDEMNIFICATION AND LIABILITY

- i. The Affiliate shall be liable towards, compensate, indemnify and hold the Company harmless from all claims, damages, losses, liabilities, obligations, costs and expenses (including, without limitation, legal costs) arising from or in connection with the Affiliate's breach of this Agreement and/or the development, operation, maintenance, and contents of the Affiliate Websites.

6. TERM, TERMINATION AND SUSPENSION

- i. Unless agreed to otherwise, this Agreement shall commence on the date as stated in the Online Registration Form for an indefinite period of time.
- ii. This Agreement shall continue in full force unless terminated by either Party with 30 days' advance notice in writing.
- iii. The Company may terminate this Agreement with immediate effect, and/or suspend payment of Commission(s) to the Affiliate if the company considers there is a material breach by the Affiliate of any clauses of this Agreement, or conducted any unethical acts which contract the company's commercial interest.





- iv. The Company reserves all the right to update this Agreement from time to time. The continue servicing of the Affiliate shall automatically be assumed as agreeing to the updated version of the Agreement.

7. GOVERNING LAW AND JURISDICTION

- i. This Agreement is governed by and construed in accordance with the laws of Hong Kong, and the Parties submit to the non-exclusive jurisdiction of the court of Hong Kong Special Administrative Region.

